

# EXHIBIT A

Robert S. Arns, State Bar No. 65071  
[rsa@arnslaw.com](mailto:rsa@arnslaw.com)  
Jonathan E. Davis, State Bar No. 191346  
[jed@arnslaw.com](mailto:jed@arnslaw.com)  
Zachariah D. Hansen, State Bar No. 267755  
[zdh@arnslaw.com](mailto:zdh@arnslaw.com)  
**ARNS DAVIS LAW FIRM**  
A Professional Corporation  
515 Folsom Street, 3<sup>rd</sup> Floor  
San Francisco, California 94105  
Phone: (415) 495-7800  
Fax: (415) 495-7888

Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA  
CIVIL UNLIMITED

BEN CASILLAS, JR; APRIL CASILLAS; SAUL  
SANCHEZ; AND LILIAN SOTO;

Plaintiffs,

vs.

BAYER CORPORATION and DOES 1 to 100,  
inclusive

Defendants.

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Alameda

**02/23/2023 at 07:57:57 AM**

By: Angela Linhares,  
Deputy Clerk

No. **23CV028329**

**UNVERIFIED COMPLAINT FOR  
DAMAGES**

**[REQUEST FOR JURY TRIAL]**

1 The following is a complaint for personal injury, brought by Plaintiffs BEN CASILLAS  
2 JR, APRIL CASILLAS, SAUL SANCHEZ and LILIAN SOTO by and through their attorneys,  
3 Arns Davis Law Firm, who allege on information and belief as follows:

4 **PARTIES**

- 5 1. Plaintiff BEN CASILLAS JR. is a resident of the State of California.
- 6 2. Plaintiff APRIL CASILLAS is the lawfully married spouse of BEN CASTILLAS JR at  
7 all relevant times within this complaint and is a resident of the State of California.
- 8 3. Plaintiff SAUL SANCHEZ is a resident of the State of California.
- 9 4. Plaintiff LILIAN SOTO is the lawfully married spouse of SAUL SANCHEZ at all  
10 relevant times within this complaint and is a resident of the State of California.
- 11 5. Defendant BAYER CORPORATION has its principal place of business in California  
12 located at 800 Dwight Way, Berkeley, California 94710. Defendant BAYER  
13 CORPORATION is in the business of biomanufacturing within the State of California.
- 14 6. The true names and capacities of Defendants sued in the Complaint under the fictitious  
15 names of Does 1 through 100, inclusive, are unknown to Plaintiffs who therefore sue such  
16 Defendants by such fictitious names.
- 17 7. All Defendants described above shall collectively be referred to as "Defendants" in this  
18 Complaint.
- 19 8. Whenever reference is made in this complaint o any act of Defendants, such allegation  
20 shall mean that each Defendant acted individually and jointly with the other Defendants  
21 named in that cause of action.
- 22 9. Whenever reference is made in this complaint to any act of any corporate or other  
23 business Defendant, such allegation shall mean that such corporation or other business  
24 did the acts alleged in the Complaint through its officers, directors, employees, agents,  
25 and/or representatives while they were acting within the actual or ostensible scope of their  
26 authority.
- 27 10. At all relevant times, each of the Defendants has acted as an agent, representative, or  
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1 employee of each of the other Defendants and has acted within the course and scope of  
2 said agency or representation or employee with respect to the causes of action in this  
3 Complaint.

4 11. At all relevant times, each Defendant has committed the acts, caused other to commit the  
5 acts, or permitted others to commit the acts referred to in this complaint.

6 **VENUE**

7 12. Venue in this action is proper in the County of Alameda based upon the fact that the injury  
8 suffered by Plaintiffs herein occurred at a location controlled by the County of Alameda.

9 **FACTUAL ALLEGATIONS**

10 13. On or about January 17, 2023, Plaintiffs BEN CASILLAS JR and SAUL SANCHEZ  
11 were in the course and scope of their employment with their employer, Anderson  
12 Commercial Flooring. Plaintiffs were employed as a Key Installers working at Bayer  
13 West Berkeley Manufacturing Facility, located at 800 Dwight Way, Berkeley, California  
14 94710 ("Subject Premise").

15 14. On or about January 17, 2023, BAYER CORPORATION had contracted with Plaintiffs'  
16 employer to perform a repair job inside the imaging lab of the Bayer West Berkeley  
17 Manufacturing Facility.

18 15. On or about January 17, 2023, Plaintiffs BEN CASILLAS JR and SAUL SANCHEZ  
19 suffered severe 2<sup>nd</sup> and 3<sup>rd</sup> degree burns to their entire body when the fire occurred inside  
20 the imaging lab of the Subject Premise.

21 **FIRST CAUSE OF ACTION**

22 **NEGLIGENCE**

23 16. Plaintiffs reallege and incorporate by reference paragraphs 1 through 15, inclusive, as if  
24 fully set forth herein.

25 17. That at said time and place, as aforesaid, the Defendants, and each of them, owed a duty  
26 of reasonable care toward Plaintiffs and others based upon Defendant's ownership,  
27 possession, and operation of the subject premise where the injury causing incident  
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1 occurred. Said duty was based upon Defendants' contractual obligations, custom and  
2 practice in the industry, right to control the details of the work, exercised control over the  
3 details of the work, authority to control the details of the work, and the coordination of  
4 the details of the work, and the commission of affirmative acts that resulted in said injury  
5 to Plaintiffs.

6 18. Additionally, said duty is based on the requirements of Civil Code § 1714 requiring all  
7 persons to act in a reasonable manner toward others.

8 19. Furthermore, said duty is based on the requirements of Defendants, and each of them, to  
9 provide a safe place for Plaintiffs to work pursuant to Labor Code § 6400.

10 20. Defendants, and each of them, breached said duty by negligently, carelessly, and  
11 recklessly, constructing, coordinating, inspecting, maintaining, contracting,  
12 subcontracting, supervising, controlling, engineering, designing, performing, planning  
13 and holding out for bid, construction work and supplying men and materials for the job  
14 site referred to herein, in that Defendants failed to coordinate and control the work being  
15 performed on said job site in a safe and proper manner, thereby creating a risk of injury  
16 to persons working on said job site.

17 21. That at said time and place, as aforesaid, the Defendants, and each of them, owed a duty  
18 of reasonable care toward Plaintiffs and others based upon the requirements of Labor  
19 Code § 6400.

20 22. That at said time and place, as aforementioned, Defendants, and each of them, were  
21 statutory employers, pursuant to Labor Code §§ 6400, 6401, and 6403, as Defendants,  
22 and each of them, created the subject dangerous condition, had the authority to correct  
23 the subject dangerous condition, were aware of the subject dangerous condition, or were  
24 responsible for remedying the subject dangerous condition to which Plaintiff was  
25 exposed.

26 23. That at said time and place, Plaintiffs were within the class of workers who were intended  
27 to be protected by the Labor Code regulations and protected under the dictates of Cal-  
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1 OSHA regulations.

2 24. Defendants, and each of them, breached said duty by negligently violating the dictates of  
3 Labor Code § 6400 et seq. by failing to provide Plaintiffs with a safe place to work.

4 25. Additionally, Defendants, and each of them, violated the following Cal-OSHA  
5 regulations, including, but not limited to: Title 8, §§ 3380, 6151(c), 1922(a)(1), as well  
6 as other ordinances enacted to protect Plaintiffs from the type of injury here incurred.  
7 These specific obligations imposed on Defendants to provide Plaintiffs with the proper  
8 PPE to avoid this type of injury, as well as fire extinguishers. As a direct and proximate  
9 cause of said violations, Plaintiffs BEN CASILLAS JR and SAUL SANCHEZ suffered  
10 severe physical injury.

11 26. As a result of the foregoing negligence and breach of duty, Plaintiffs suffered severe  
12 personal injury when the PPE provided by Defendant BAYER CORPORATION caught  
13 on fire while performing their work of removing a lag bolt from the floor. The work they  
14 were doing created hot sparks, which coupled with the alcohol used to sanitize, caused  
15 Plaintiffs' PPE to catch fire. Furthermore, Plaintiffs suffered severe personal injury due  
16 to the lack of fire extinguishers readily available.

17 27. Additionally, as a direct and proximate result of the aforesaid negligence, breach of duty,  
18 and said violations, Plaintiffs sustained injury to their person, incurred wage loss, medical  
19 expenses, and other expenses when Plaintiffs caught on fire and were unable to extinguish  
20 the flame.

## 21 **SECOND CAUSE OF ACTION**

### 22 **PREMISE LIABILITY**

23 28. Plaintiffs reallege and incorporate by reference paragraphs 1 through 27, inclusive, as if  
24 fully set forth herein.

25 29. That at said time and place, as aforementioned, the Defendants, and each one of them,  
26 owed a duty of reasonable care toward Plaintiffs and others based upon Defendants'  
27 ownership, possession, and operation of the subject premise where the injury causing  
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1 event occurred. Said duty was based upon Defendants' contractual obligations, custom  
2 and practice in the industry, right to control the details of the work, exercised control over  
3 the details of the work, authority to control the details of the work, the coordination of  
4 the details of the work, and the commission of affirmative acts that resulted in said injury  
5 to Plaintiffs.

6 30. Defendants, and each of them, breached said duty by negligently, carelessly, and  
7 recklessly, inspecting, maintaining, contracting, subcontracting, supervising, controlling,  
8 engineering, designing, and performing work on the Subject Premise.

9 31. Defendants, and each of them, were negligent *per se* under the regulations applicable to  
10 the Subject Premise.

11 32. Defendants, and each of them, were negligent for failure to do any safety inspection of  
12 the Subject Premise as required by law, at any time.

13 33. Defendants, and each of them, breached said duty by negligently violating the dictates of  
14 Labor Code § 6400, et seq. by failing to provide Plaintiffs with a safe place to work.

15 34. Additionally, by failing to provide portable fire extinguishers that are readily accessible  
16 to employees without subjecting them to possible injury, Defendant created, or failed  
17 correct, or maintained an unsafe workplace in violation of Cal-OSHA regulation §  
18 6151(c), and other ordinances enacted to protect the class of Plaintiffs here from the type  
19 of injury here incurred. These specific obligations imposed on Defendants and apply to  
20 the hazardous condition of failing to provide accessible portable fire extinguishers, that  
21 ultimately caused Plaintiffs BEN CASILLAS JR and SAUL SANCHEZ to suffer second  
22 and third degree burns on their entire body. As a direct and proximate cause of said  
23 violations, Plaintiffs BEN CASILLAS JR and SAUL SANCHEZ suffered severe physical  
24 injuries.

25 35. Further, as a result of the negligence of Defendants, Plaintiffs sustained severe injury to  
26 their person, incurred wage loss, medical expenses, and other expenses, such as pain and  
27 suffering, when their PPE caught on fire and was unable to extinguish the fire as no  
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portable fire extinguisher was readily accessible.

**THIRD CAUSE OF ACTION**

**LOSS OF CONSORTIUM**

**(April Casillas and Lilian Soto Only)**

36. Plaintiffs reallege and incorporate by reference paragraphs 1 through 35, inclusive, as if fully set forth herein.

37. As a result of the negligence of Defendants and the injuries thereby sustained by Plaintiff BEN CASILLAS JR and Plaintiff SAUL SANCHEZ in the Subject Incident, Plaintiff APRIL CASILLAS and Plaintiff LILIAN SOTO have suffered a loss of consortium including, but not limited to, the loss of care, love, companionship, comfort, society, moral support, assistance, affection, protection, and sexual relations.

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1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
2 follows:

- 3 1. Plaintiffs requests repayment of all special damages incurred, according to proof,  
4 including, but not limited to, all past and future wage loss, hospital, and medical expenses.
- 5 2. Plaintiffs requests all general damages according to proof.
- 6 3. Plaintiffs APRIL CASILLAS and LILIAN SOTO requests all damages for the loss of  
7 consortium suffered as a result of the foregoing negligence of Defendants.
- 8 4. For all prejudgment interest as allowed by law.
- 9 5. For all attorneys fees as allowed by law.
- 10 6. For cost of suit incurred herein.
- 11 7. For such other and further relief as the Court deems just and proper.
- 12 8. For a jury trial on all issues allowed by law.

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15 ARNS DAVIS LAW FIRM

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18 By: \_\_\_\_\_

JONATHAN E. DAVIS  
Attorneys for Plaintiff  
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